SO ORDERED.

SIGNED this 20 day of January,2017.

Stephani W. Humrickhouse
United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WILMINGTON DIVISION

IN RE:

STUART ELDER BAYLEY	**16-04792-5-SWH**
DEBTOR(S)	**CHAPTER 7**

ORDER GRANTING RELIEF FROM AUTOMATIC STAY

THIS MATTER coming before the United States Bankruptcy Judge for the Eastern District of North Carolina upon the motion of Ocwen Loan Servicing, LLC servicer for Wells Fargo Bank, National Association as Trustee for Lehman Mortgage Trust Mortgage Pass-Through Certificates, Series 2007-5 for relief from the automatic stay regarding the Debtor's real property located at 328 Loder Ave, Wilmington, NC 28409;

AND IT APPEARING to the Court that the Chapter 7 Trustee filed a Response to the Motion on January 3, 2017. Subsequently, the Trustee withdrew his Response on January 16, 2017. No other party in interest has objected or filed a response to the relief requested by said motion and the time for doing so has expired;

AND IT FURTHER APPEARING that for good cause shown relief from the automatic stay should be granted to Ocwen Loan Servicing, LLC servicer for Wells Fargo Bank, National Association as Trustee for Lehman Mortgage Trust Mortgage Pass-Through Certificates, Series 2007-5, or any successor-in-interest, with respect to the Debtor's real property located at 328 Loder Ave, Wilmington, NC 28409;

WHEREFORE, IT IS HEREBY ORDERED that Ocwen Loan Servicing, LLC servicer for Wells Fargo Bank, National Association as Trustee for Lehman Mortgage Trust Mortgage Pass-Through Certificates, Series 2007-5, or any successor-in-interest, shall be granted relief from the automatic stay may proceed with foreclosure of the Debtor's real property located at 328 Loder Ave, Wilmington, NC 28409;

IT IS FURTHER ORDERED that the Movant is granted relief from the automatic stay to contact the Debtor by telephone or written correspondence and, at its option, offer, provide and enter into any potential forbearance agreement, loan modification, refinance agreement or other loan workout or loss mitigation agreement. Any such communications by or on behalf of the Movant shall cease immediately upon the written or verbal request of the Debtor.

08-101943

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